

## COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT (this “Agreement”) is made and entered into on May \_\_, 2018 (the “Effective Date”), by and between IT Startup, LLC, a Delaware limited liability company (“Startup”), and Venture Partners, LLC, a Delaware limited liability company (“Venture”). Startup and Venture are each sometimes referred to herein as a “Party” and collectively as the “Parties”.

### RECITALS

A. Venture is contemporaneously herewith investing \$3 million in Startup in exchange for a twenty-five percent (25%) ownership interest in Startup pursuant to, and on the terms and conditions set forth in, that certain Series A Units Purchase Agreement of even date herewith (the “Purchase Agreement”) and the other documents referenced therein.

B. The Parties have determined that it would be mutually beneficial for them to collaborate with respect to the activities described herein, in the manner, to the extent, and on the other terms and conditions set forth in herein (collectively, the “Collaboration”).

NOW THEREFORE, in consideration of the foregoing and the respective covenants, agreements and undertakings of the Parties contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. In this Agreement, the following capitalized terms shall have the meanings given to them below:

“Affiliate” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person

“Agreement” is defined in the Preamble hereof.

“Anonymized Data” is defined in Section 7(a) hereof.

“Collaboration” is defined in Recital B hereof.

“Confidential Information” is defined in Section 11(a) hereof.

“Damages” is defined in Section 19(a) hereof

“Data Service” is defined in Section 7(c) hereof.

“Disclosing Party” is defined in Section 11(a) hereof.

“Effective Date” is defined in the Preamble hereof.

“Follow-On Market(s)” is defined in Section 2(b) hereof.

“Future Application(s)” is defined in Section 6 hereof.

“Future Application Notice” is defined in Section 6 hereof.

“Initial Market” is defined in Section 2(a) hereof.

“Intellectual Property Rights” shall mean any and all intellectual property rights that exist under applicable laws, rules and regulations of the United States, including, without limitation, rights existing to exclude others from practicing in a specified jurisdiction under patent law, copyright law, trade-secret law, trademark law, unfair competition law, or other similar rights.

“Jointly Developed Applications” is defined in Section 10(c) hereof.

“Jointly Developed Rights” is defined in Section 10(c) hereof.

“MPA” is defined in Section 5 hereof.

“Parties” and “Party” are defined in the Preamble hereof.

“Person” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

“Protected Information” is defined in Section 7(e) hereof.

“Purchaser” is defined in Section 26 hereof.

“Receiving Party” is defined in Section 11(a) hereof.

“Scorecards” is defined in Section 2(e) hereof.

“Target Markets” is defined in Section 2(a) hereof.

“Term” is defined in Section 13 hereof.

“Startup” is defined in the Preamble hereof.

“Startup Generated Data” is defined in Section 10(d) hereof.

“Startup Platform” means Startup’s truck dispatch [and materials hauling] platform, including, without limitation, all software, computer programs, modules, and content comprising the same (including, without limitation, all source code and object codes).

“Venture” is defined in the Preamble hereof.

“Venture Competitor” means any supplier of aggregates, asphalt, ready mix, or other construction materials.

“Venture Generated Data” is defined in Section 10(e) hereof.

“Venture Operators, Brokers and Carriers” means the fleet of owner-operated trucks leased to one or more Affiliates of Venture and such Affiliates’ networks of truck brokers and other third party carriers.

“Venture Related Data” is defined in Section 7(b) hereof.

## 2. Strategic Market Partnerships.

(a) During the Term, Venture and Startup shall work together and use their respective commercially reasonable efforts to introduce the Startup Platform, first, into the Atlanta metropolitan statistical area (the “Initial Market”), and, thereafter, into Georgia, Florida, and South Carolina (together with the Initial Market, the “Target Markets”). Venture and Startup shall work together to determine the sequence and timing of introducing the Startup Platform into the Target Markets following its introduction into the Initial Market. The Parties acknowledge and agree that their focus during the first phase of introductions and deployment in the Target Markets will be on brokering freight through the Startup Platform.

(b) With respect to any market other than the Target Markets in which Venture or any Affiliate of Venture is a supplier of construction materials at any time during the Term, if Startup notifies Venture in writing that it desires to introduce the Startup Platform in such market, Venture and Startup shall discuss whether they desire to collaborate in such market and, if so, they shall agree in writing on the level

and scope of their strategic collaboration in such market, as well as the timing of implementing the Startup Platform in such market (each such market in which the Parties agree in writing to collaborate, a “Follow-On Market” and, collectively, the “Follow-On Markets”).

(c) Venture shall provide Startup with such information regarding the customers of Venture or its Affiliates in the Target Markets as Startup may reasonably request from time to time in support of the commercialization and deployment of the Startup Platform in the Target Market that Venture possesses or can obtain in the ordinary course of business without undue cost or expense; provided, however, that (i) Venture shall not be obligated to provide, and Startup shall not use, any such information in violation of any contract, confidentiality obligation or applicable law, including, without limitation, all insider trading or other securities laws, (ii) Startup shall use such information for the sole purpose of the commercialization and deployment of Startup Platform, and (iii) such information shall be deemed Venture Confidential Information. Venture shall also encourage the internal use of the Startup Platform amongst the Venture Operators, Brokers, and Carriers in the Target Markets.

(d) Venture and Startup shall mutually agree upon all applicable customer interfaces (that would reasonably be expected to have an adverse impact on Venture’s competitiveness with respect to the Startup Platform) and pricing mechanics within the Startup Platform in the Target Markets and any applicable Follow-On Markets (e.g., whether only the product or the aggregate company shows on the screen, etc.).

(e) Venture and Startup shall work together to mutually agree in writing upon metrics to assess the success of the introduction and scaling of the Startup Platform in the manner described in this Section 2 (“Scorecards”). The Parties acknowledge and agree that the Scorecards shall not be used to measure performance under or compliance with this Agreement, but rather as a tool allowing each Party to determine the speed and level of deployment of Venture and Startup resources in each applicable market and the speed and level of adoption of the Startup Platform in each applicable market.

(f) For a period of eighteen (18) months following the Effective Date, in the Target Markets and any applicable Follow-On Markets, (i) Venture and its Affiliates shall be the only construction materials supplier to have a strategic relationship with Startup, and (ii) Venture and its Affiliates shall be exclusive to the Startup Platform. Thereafter, Venture must consent prior to Startup’s approval of any producer of construction materials who would propose to sell construction materials through the Startup Platform.

3. Right of First Refusal: Non-Aggregate “Export” Hauls. During the Term, in the Initial Market and in any applicable Follow-On Markets, Venture and all Affiliates of Venture shall have the right of first refusal, exercisable during a commercially reasonable and mutually acceptable period of time in each instance, with respect to the receipt at such Affiliates’ facilities of all loads requested on the Startup Platform for the back haul of construction fill or debris (e.g., dirt, clean construction debris, concrete rubble, milled asphalt pavement, etc.) from a job site.

4. Right of First Look: Leased Truck Operators. During the Term, in the Target Markets and in any applicable Follow-On Markets, the Venture Operators, Brokers and Carriers shall have the right of first look, exercisable during a commercially reasonable and mutually acceptable period of time in each instance, with respect to all transportation of construction material requested via the Startup Platform within each of the facility service areas of Venture or any of its Affiliates, which right shall be executed through Startup’s loyalty 5 star program.

5. Material Procurement Application. Startup shall exclusively collaborate with Venture and its designated Affiliates to develop a Material Procurement Application (the “MPA”) pursuant to which third parties may purchase construction materials through the MPA. As soon as reasonably practicable following the Effective Date, Startup and Venture shall agree upon the timeline for development of the MPA and the fees that Venture or its Affiliate(s) shall pay to Startup with respect to third parties that purchase construction materials from Venture or its Affiliates using the MPA during the Term. For a period of six (6) months following completion of development of the MPA, Venture and its Affiliates shall have the exclusive right to roll-out the MPA to all customers in, and Venture and its Affiliates shall be the only

construction materials supplier to quote for the supply of construction materials in, the Target Markets and any applicable Follow-On Markets.

6. Future Innovations. The Parties hereby agree that Venture shall have a right of first refusal to exclusively collaborate, directly or through its applicable Affiliate(s), with Startup to develop any future applications (other than the MPA) of Startup involving new, or any significantly enhanced or improved functionality (excluding enhancements which are merely iterative in nature), with respect to the ordering, dispatching or delivery of construction materials in the Target Markets or the Follow-On Markets (each, a “Future Application” and, collectively, the “Future Applications”), as well as a corresponding exclusive right for a period of six (6) months following completion of each such Future Application with respect to which Venture elects to exclusively collaborate with Startup (as described below) to roll-out such application to all customers in, and to be, along with its applicable Affiliate(s), the only construction materials supplier to quote for the supply of construction materials in, the Target Markets and the Follow-On Markets during such 6-month periods. If Startup desires to develop a Future Application, Startup shall deliver written notice to Venture that describes in reasonable detail the proposed functionality and features of such Future Application (a “Future Application Notice”). Upon Venture’s receipt of a Future Application Notice from Startup, Venture shall have a period of thirty (30) days within which to deliver written notice of its election to exclusively collaborate with Startup with respect to the Future Application described in such Future Application Notice, and if Venture fails to send such election to Startup within such 30-day period, Startup shall be free to collaborate with such other party as it determines with respect to such Future Application. Upon Venture’s election to exclusively collaborate with Startup, the Parties will work together to develop a new service roadmap which will be updated quarterly. Nothing in this Section 6 is intended to limit Startup’s ability to contract or engage Persons to provide software architecture, project management, and development services with respect to the Startup Platform in the ordinary course of business.

7. Data Rights.

(a) During the Term, Startup shall provide Venture, in such format and at such intervals as Venture may reasonably request, with access to aggregated, anonymized market and transaction-level analytics (i.e., without identifying specific customers) generated by the Startup Platform (“Anonymized Data”), including, without limitation, benchmarking data reflecting the performance of Venture’s Affiliates relative to their competitors. For the sake of clarity, Startup may provide Anonymized Data to third parties that are not Venture Competitors, but Startup may not provide Anonymized Data to any Venture Competitor except in the ordinary course of business by virtue of functionality of the Startup Platform available to all users that has been mutually agreed upon by Venture and Startup.

(b) During the Term, Startup shall provide Venture, in such format and at such intervals as Venture may reasonably request, with such specific data relating to customers of Venture and its Affiliates, including, without limitation, the business performance of Venture and its Affiliates (collectively, “Venture Related Data”), as Venture shall request to enable Venture and its Affiliates to internally use such Venture Related Data to better serve their customers. For the sake of clarity, Startup may provide similar data that relates solely to the customers of any other user of the Startup Platform for a similar internal use by such other user.

(c) During the Term, Startup shall provide Venture, in such format and at such intervals as Venture may reasonably request, with such specific data relating to customers of Venture and its Affiliates as Venture shall request to enable Venture and its Affiliates to provide insights and data related services to their customers (the “Data Service”). Startup shall provide the Data Service exclusively to Venture and its Affiliates, and not to any other party, for a period of twenty-four (24) months following the launch of the Data Service within each Target Market and applicable Follow-On Market.

(d) Startup hereby agrees that during the Term it shall: (i) comply with all applicable laws in all relevant jurisdictions, Startup’s privacy policies, industry standard protocols, and the requirements of any agreements or codes of conduct to which Startup is a party or by which it is bound, with respect to its collection, storage, transfer and use of any Venture Related Data, any information that specifically pertains to Venture or any of its Affiliates or any of their respective customers, or financial or other information received by Startup from any individuals, including, without limitation, any customers, employees and/or other third parties (collectively “Protected Information”); and (ii) implement and maintain commercially

reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Protected Information from and against unauthorized access, use and/or disclosure.

(e) During and following the Term of this Agreement, Startup shall not share any Venture Confidential Information with any third party, except to the extent it is contained within and constitutes Anonymized Data.

(f) Venture and its Affiliates shall not reverse engineer, decode, or otherwise attempt to de-anonymize any Anonymized Data received by Startup under this Agreement.

8. Platform Ratings. Venture and its Affiliates and their respective leased truck operators shall receive exclusive 5+ star ratings on the Startup Platform for a period of at least six (6) months following the Effective Date. From and following the end of such 6-month period, ratings will be based on actual customer feedback.

9. Costs and Expenses. Each Party acknowledges and agrees that it shall each be solely responsible for paying all costs and expenses incurred by such Party in connection with the performance of this Agreement by such Party.

10. Intellectual Property Rights.

(a) Inventorship and ownership of Intellectual Property Rights developed, created, or invented by a Party in carrying out its obligations under this Agreement shall be determined under the applicable laws, rule and regulations of the United States, and all right, title and interest in and to the applicable Intellectual Property Rights shall remain with the applicable Party, except to the extent expressly granted, licensed or assigned to the other Party hereunder.

(b) The Parties hereby agree that: (i) any Intellectual Property Rights independently developed, created or invented solely by one Party in the course of the Collaboration shall be owned solely by such Party; (ii) any Intellectual Property Rights developed, created or invested jointly by the Parties in the course of the Collaboration that primarily relate to Startup Platform or the MPA shall be owned solely and exclusively by Startup; (iii) any Intellectual Property Rights developed, created or invested jointly by the Parties in the course of the Collaboration that primarily relate to any Future Application shall be owned solely and exclusively by Startup, unless the Parties agree in writing that the Intellectual Property Rights relating to such Future Application shall constitute Jointly Developed Rights. For the avoidance of doubt, the parties acknowledge and agree that Venture owns and operates the product "GoVulcan", which together with all improvements, modifications, derivative works and enhancements thereto, and all Intellectual Property Rights relating to all the foregoing, are exclusively owned by Venture.

(c) The Parties hereby acknowledge that they may mutually agree in writing during the course of the Collaboration that they will jointly own any Intellectual Property Rights relating to a specific Future Application or other application ("Jointly Developed Applications"), and, in such event, any resulting Intellectual Property Rights ("Jointly Developed Rights") shall be jointly owned by the Parties (and if either seeks a patent or other similar rights thereto, the other Party is hereby granted a perpetual, world-wide, royalty-free, transferable right and license to use the same for any purposes whatsoever). The foregoing notwithstanding, the Parties hereby agree that they must mutually agree in writing on the nature and scope of any Jointly Developed Application, as well as any modification to the ownership of any resulting Jointly Developed Rights from that provided in the immediately preceding sentence, before any development work takes place with respect to such Jointly Developed Application.

(d) The Parties hereby agree that: (i) all data provided by Startup to Venture or any of its Affiliates via the Data Service and all Venture Related Data (collectively, "Startup Generated Data") shall be owned solely and exclusively by Startup; and (ii) Startup hereby grants Venture and its Affiliates a perpetual, world-wide, royalty-free, transferable right and license to use all Startup Generated Data as expressly permitted in Section 7.

(e) The Parties hereby agree that: (i) all data provided by Venture or any of its Affiliates to Startup in the course of the Collaboration ("Venture Generated Data") shall be owned solely and

exclusively by Venture or its applicable Affiliate; and (ii) Venture hereby grants Startup a limited, world-wide, royalty-free, non-transferable right and license to use all the Venture Generated Data during the Term solely for the express purposes contemplated hereby.

11. Confidentiality.

(a) The Parties acknowledge that during the Term they are likely to share certain Confidential Information (as defined below) with each other. For the purposes of this Agreement, the Party that discloses Confidential Information shall be referred to as the “Disclosing Party”, and the Party receiving the Confidential Information shall be referred to as the “Receiving Party.” For purposes of this Agreement, “Confidential Information” shall mean, with respect to a Disclosing Party, all business, financial, intellectual property, client, customer, technical, research, development, and other information and data concerning the Disclosing Party, its Affiliates, or their respective businesses which is disclosed, directly or indirectly, in oral, written, visual, graphic, electronic, machine recognizable, or other form or medium, on or after the Effective Date, by the Disclosing Party to the Receiving Party or obtained by the Receiving Party through observation or examination of information, including, without limitation, such information that is maintained or marked as “Confidential,” “Proprietary,” or by some similar designation by the Disclosing Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Receiving Party by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Confidential Information of the Disclosing Party only if (i) it would be apparent to a reasonable person, familiar with the Disclosing Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party or if (ii) the Disclosing Party, within thirty (30) days after such disclosure, delivers to the Receiving Party a written document or documents describing such confidential or proprietary information and referencing the place and date of such oral, visual or written disclosure and the name(s) of the person(s) to whom such disclosure was delivered. Confidential Information of a Disclosing Party, includes, without limitation, information concerning the Disclosing Party’s know-how, methods, processes, patent or patent applications, trade secrets, designs, drawings, models, diagrams, samples, technology, equipment, formulae, inventions, discoveries, improvements, planned or existing products or services, or historical or projected financial performance, as well as information received by the Disclosing Party from its customers, strategic partners, suppliers, vendors, or other third parties.

(b) With respect to all Confidential Information disclosed to it, the Receiving Party shall: (i) keep it confidential (other than as expressly permitted by this Agreement); (ii) store and maintain it with the same diligence and care as its own proprietary information, but no less than reasonable diligence and care; (iii) use it for the sole purpose for which it was disclosed by the Disclosing Party; (iv) not disclose it (other than as expressly permitted by this Agreement) to any third party; and (v) not deconstruct, modify or copy it (other than as expressly permitted by this Agreement).

(c) The Confidential Information may be used by, and disclosed to, employees of the Receiving Party or its Affiliates only on an “as-needed” basis. A Party may disclose the other Party’s Confidential Information to an independent contractor engaged by it to assist it in fulfilling its obligations hereunder, but only if such Party obtains from such recipient a written confidentiality agreement, the provisions of which are at least as protective to the other Party as those set forth in this Section 11. Each Party will promptly notify the other Party of any unauthorized use of or access to the Confidential Information of which it becomes aware.

(d) The restrictions of confidentiality described above shall not apply to Confidential Information: (i) which as of the Effective Date or subsequent thereto is or becomes generally available to the public without breach of this Agreement; (ii) if it is lawfully obtained from a third party not bound by similar confidentiality and use restrictions and obligations; (iii) if it is known by the Receiving Party prior to disclosure as evidenced by contemporaneous records; or (iv) if it is at any time developed by the Receiving Party independently of any disclosure made pursuant to this Agreement. In addition, the confidentiality obligations shall not apply to the Receiving Party if the Receiving Party is legally required by applicable law, court order or governmental authority to disclose the Confidential Information, provided the Receiving Party discloses only the minimum to comply and, if possible and in light of the circumstances, provides reasonable prior notice to the Disclosing Party to enable it to contest the requirement or to seek a protective order.

(e) Upon the expiration or earlier termination of the Term, each Receiving Party shall, at the Disclosing Party's option and upon written notice thereof to the Receiving Party, return all Confidential Information of the Disclosing Party, copies and other tangible expressions thereof, to the Disclosing Party or provide the Disclosing Party with written notice that the Confidential Information in its possession, or in the possession of its employees or independent contractors, has been destroyed within thirty (30) days after receipt of the Disclosing Party's written notice to the Receiving Party requiring the Receiving Party to destroy the Confidential Information in its possession. The Receiving Party may retain one archival copy of the Information for purposes of compliance of its obligations under this Agreement.

(f) The restrictions and obligations set forth in this Section 11 shall continue for a period of five (5) years following the expiration or earlier termination of the Term; provided that with respect to Confidential Information that constitutes a trade secret the terms of this Agreement shall continue in force with respect to such trade secret for the longer of (i) so long as such Confidential Information remains a trade secret under applicable law or (ii) five (5) years following the expiration or earlier termination of the Term.

(g) Startup acknowledges and agrees that nothing in this Section 11 shall prevent Venture or its Affiliates from evaluating, pursuing, closing, holding and managing other investments in or acquisitions of companies whose businesses are similar to or competitive with the business of Startup or from employees or other representatives of Venture or its Affiliates from being involved with such investments or acquisitions, provided that Venture, its Affiliates and such employees and representatives shall not disclose any Confidential Information of Startup or otherwise breach any provision of this Section 11 in connection with any such investments, acquisitions or involvement.

12. Non-Solicitation. During the period commencing on the Effective Date and ending one (1) year following the end of the Term, neither Party shall, directly or indirectly, encourage or solicit any employee of the other Party or its Affiliates to leave the employment of such other Party or its Affiliates for any reason; provided, however, the foregoing limitation shall not prohibit either Party from (solicitations of any employee who has been terminated by a Party or its Affiliate for a period of one (1) year prior to commencement of discussions between such employee and the other Party.

13. Term. The term of this Agreement and the Collaboration contemplated hereby (the "Term") shall commence on the Effective Date and shall continue until such time as neither Venture nor its Affiliates own any equity securities in Startup, unless terminated pursuant to Section 14 hereof.

14. Termination.

(a) Startup shall have the right to terminate the Term of this Agreement only upon the occurrence of any one or more of the following events:

(i) if Venture fails to make any payment owed to Startup hereunder when due and such default has not been remedied within thirty (30) days after receipt of a written notice to cure from Startup;

(ii) if Venture breaches any other provision of this Agreement and such breach has not been remedied within thirty (30) days after receipt of a written notice to cure from Startup; or

(iii) if Venture shall make an assignment for the benefit of its creditors, shall file a petition in bankruptcy, or shall have a petition in bankruptcy filed against it that has not been dismissed within ninety (90) days following the filing thereof.

(b) Venture shall have the right to terminate the Term of this Agreement only upon the occurrence of any one or more of the following events:

(i) if Startup fails to make any payment owed to Venture hereunder when due and such default has not been remedied within thirty (30) days after receipt of a written notice to cure from Venture;

(ii) if Startup breaches any other provision of this Agreement and such breach has not been remedied within thirty (30) days after receipt of a written notice to cure from Venture; or

(iii) if Startup shall make an assignment for the benefit of its creditors, shall file a petition in bankruptcy, or shall have a petition in bankruptcy filed against it that has not been dismissed within ninety (90) days following the filing thereof.

(c) If either Party desires to make any changes to the terms of this Agreement at any time following the second (2<sup>nd</sup>) anniversary of the Effective Date, such Party shall notify the other Party of its desire to do so in writing (a “Negotiation Notice”). Upon the other Party’s receipt of any such Negotiation Notice, the Parties shall negotiate the applicable changes in good faith, and, if the Parties are unable to reach mutual agreement on such changes within thirty (30) days after a Party’s receipt of a Negotiation Notice, either Party may terminate the Term of this Agreement by delivering written notice of termination to the other Party at any time within sixty (60) days following the end of such 30-day negotiation period.

15. Effect of Expiration or Termination. The expiration or any termination of the Term of this Agreement will not relieve either Party of any obligation or liability accrued prior to such expiration or termination. At the end of the Term, all payments owed by one Party to the other Party pursuant to this Agreement through the end of the Term shall, immediately and automatically, become owed to such other Party. At the end of the Term, each Party shall return to the other Party copies of any materials in the possession of such Party that contain any Intellectual Property Rights of the other Party. Sections 1, 9 through 12, and 15 through 30 hereof shall survive the expiration or termination of the Term of this Agreement.

16. Representations and Warranties. Each Party makes the following representations and warranties to the other Party:

(a) such Party is duly formed, validly existing and in good standing under the laws of the state in which it was organized or incorporated;

(b) such Party has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution, delivery and performance of this Agreement by such Party does not conflict with or contravene its governing documentation, nor will the execution, delivery and performance of this Agreement by it conflict with or result in a breach of, or entitle any party thereto to terminate, an agreement or instrument to which it is a party, or by which any of its assets or properties are bound; and

(d) this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors’ rights generally.

17. Representations and Warranties of Startup. Startup makes the following representations and warranties to Venture:

(a) Startup is the sole and exclusive legal and beneficial owner of all right, title, and interest in and to Startup Platform, and all improvements, modifications, derivative works and enhancements thereto, and all Intellectual Property Rights relating to the foregoing, and has the valid and enforceable right to use all other intellectual property used or held for use in or necessary for the conduct of the Startup’s business as currently conducted or as proposed to be conducted, in each case, free and clear of all liens or other encumbrances (collectively, the “Startup IP”). Startup has entered into binding, valid and enforceable, agreements with each current and former employee and independent contractor who is or was involved in or has contributed to the invention, creation, or development of the Startup IP during the course of employment or engagement with the Startup whereby such employee or independent contractor (i) acknowledges Startup’s exclusive ownership of the Startup IP invented, created, or developed by such employee or independent contractor within the scope of his or her employment or engagement with the



Startup, and (ii) grants to Startup a present, irrevocable assignment of any ownership interest such employee or independent contractor may have in or to such Startup IP.

(b) Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other person or entity in respect of, Startup's right to own or use any of the Startup IP.

18. Relationship of the Parties. Neither Party is to be considered an employee, agent, joint venturer or partner of the other Party for any purpose whatsoever, and each Party is interested only in the results obtained under this Agreement. Neither Party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other Party or to otherwise bind the other Party in any way. Each Party shall be solely responsible for its own income and other tax reporting and payment with respect to any of the payments or matters contemplated by this Agreement.

19. Indemnification.

(a) Venture shall indemnify and hold Startup, its Affiliates, and their respective officers, managers, directors, employees, members, stockholders, representatives, agents, successors and assigns harmless from and against any and all claims, demands, losses, costs, expenses, deficiencies, liabilities or causes of action of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Damages") based upon, arising out of or otherwise resulting from or relating to any breach of this Agreement by Venture.

(b) Startup shall indemnify and hold Venture and its Affiliates and their respective officers, managers, directors, employees, members, shareholders, representatives, agents, successors and assigns harmless from and against any and all (i) Damages based upon, arising out of or otherwise resulting from or relating to any breach of this Agreement by Startup and (ii) third party Damages based upon, arising out of or otherwise resulting from or relating to the sale or use of the Startup Platform, the MPA, or any Future Application.

20. Limitation of Liability. EXCEPT WITH RESPECT TO BREACHES OF SECTION 11 HEREOF, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE COLLABORATION CONTEMPLATED HEREBY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ALL DATA PROVIDED BY ONE PARTY TO THE OTHER PARTY HEREUNDER IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALL SUCH DATA IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

22. Force Majeure. Each Party shall be excused from delays in performing or from failing to perform its obligations under this Agreement, other than the obligation to pay money, to the extent the delays or failures result from causes beyond the reasonable control of such Party, including, but not limited to, sabotage, accidents, acts of God, acts of terrorism or war, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood or epidemic.

23. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without regard to any choice of law rules that may direct the application of the law of another jurisdiction.

24. Dispute Resolution.

(a) The parties (i) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any Delaware State court or Federal court of the United States of America sitting in the State of Delaware, and any appellate court from any thereof, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except any Delaware State court or Federal court of the United States of America sitting in the State of Delaware, and any appellate court from any thereof, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(b) WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

25. Enforceability and Reformation; Severability. The Parties intend for all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, in the event that any provision or portion of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, for any reason whatsoever, under present or future law, such provision or portion shall be fully severable and the remaining provisions and portions of this Agreement shall remain in full force and effect and not be invalidated or otherwise adversely effected.

26. Notices. All notices and other communications required or permitted under this Agreement shall be validly given, made, or served if in writing and delivered personally or sent by certified or registered mail, or by nationally recognized overnight courier, to the following address, or to such other address as either Party may, from time to time, designate to the other party by written notice given in compliance with this Section 25:

Startup, LLC  
1647 Fernleaf Circle  
Atlanta, GA 30318  
Telephone: \_\_\_\_\_

Venture Venture Partners, LLC  
1200 Urban Center Drive  
Birmingham, AL 25242  
Telephone: \_\_\_\_\_

27. Assignment; Binding Effect. Neither Party may assign or otherwise transfer this Agreement, by operation of law or otherwise, or any of its rights or obligations hereunder without first obtaining the written consent of the other Party; provided that each Party may assign this Agreement and its rights and obligations hereunder to any of its Affiliates; and provided further that each Party may assign this Agreement and/or its rights and obligations hereunder to any third party that purchases all or substantially all of such Party's assets or business to which this Agreement relates (a "Purchaser"), regardless of whether such purchase is structured as a purchase of all or substantially all of the Party's assets or a purchase (whether directly or by way of merger) of a majority of the outstanding equity securities of the Party, if such Purchaser assumes this Agreement and all of such Party's rights and obligations hereunder as the closing of such purchase. This Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted assigns.

28. Entire Agreement; Amendment. This Agreement and the Exhibits hereto constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and shall supersede any prior understandings and agreements, whether written or oral, between the Parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by duly authorized representatives of both of the Parties.

29. Waiver. All waivers given hereunder shall be in writing. No waiver by either Party of any breach or anticipated breach of any provision of this Agreement by the other Party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of such other Party.

30. Presumption; Headings. Neither this Agreement nor any Section hereof shall be construed against either Party due to the fact that this Agreement or any such Section was drafted by that Party. The headings in this Agreement, including all Section titles or captions, are inserted for convenience only and shall not constitute a part hereof nor affect the interpretation of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, .PDF or other electronic copy of a counterpart shall have the same effect as an original.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute this Agreement as of the Effective Date.

Startup, LLC

Venture VENTURE PARTNERS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_